

6823-a
RECORDATION NO.

Filed & Recorded

APR 27 1973-1 10 PM

INTERSTATE COMMERCE COMMISSION

SUPPLEMENTAL AGREEMENT dated as of March 19, 1973,
between FIRST TRUST COMPANY OF SAINT PAUL, a corporation
duly organized and existing under the laws of the State of
Minnesota (hereinafter called the "Trustee"), and BURLINGTON
NORTHERN INC., a corporation duly organized and existing
under the laws of the State of Delaware (hereinafter called
the "Company");

W I T N E S S E T H :

WHEREAS, by a certain agreement (hereinafter called
the "Agreement"), dated as of December 14, 1972, entered
between the parties hereto, there was constituted Burlington
Northern Equipment Trust of 1972, Series 2, which Agreement
includes at Article IV thereof a lease of railroad equipment
(said railroad equipment in the Agreement being therein and
herein called the "Trust Equipment"); and

WHEREAS, the aggregate final cost of all the Trust
Equipment heretofore delivered to the Trustee, as specifically
described in the Lease is less than the estimated cost of
\$15,992,160 as set forth in said Agreement; and

WHEREAS, the Company has caused to be acquired,
additional equipment to be transferred to the Trustee subject
to all the terms of said Agreement in order that the cost of
all the Trust Equipment transferred to the Trustee shall not
be less than said estimated cost of \$15,992,160;

NOW, THEREFORE, in consideration of the premises,
the parties agree as follows:

1. The description of the Trust Equipment contained in Schedule A to said Agreement is hereby amended by adding thereto the following:

<u>No. of Units</u>	<u>Description of Equipment</u>	<u>Estimated Cost Per Unit</u>	<u>Road No.</u>
9	4180 cu. ft. capacity airslide covered hopper cars	\$22,738.00	413335-413343, inclusive

2. The Trustee agrees to accept said additional equipment hereinabove described and does hereby let and lease the same to the Company under the Lease contained in Article IV of said Agreement as and when title thereto shall be vested in the Trustee upon and subject to all the terms and conditions of the Agreement with like effect as if said additional equipment had been a part of the original Trust Equipment described in the Agreement.

3. The Company hereby accepts the lease of said additional equipment and agrees to accept delivery and possession thereof upon the terms and conditions stated in the Agreement, and covenants and agrees to abide by and perform all the terms and conditions of the Agreement as hereby amended and supplemented.

4. This Supplemental Agreement may be executed in several counterparts, each of which so executed shall be deemed to be an original and such counterparts together

shall constitute but one and the same instrument.

IN WITNESS WHEREOF, the Trustee and the Company have caused their names to be signed hereto by their respective officers thereunto duly authorized and their respective corporate seals to be hereunto affixed, duly attested, as of the day and year first above written.

FIRST TRUST COMPANY OF SAINT PAUL

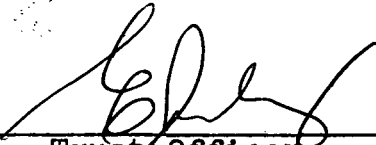
By



Vice President

(SEAL)

ATTEST:



~~Trust Officer~~
ASSISTANT SECRETARY

BURLINGTON NORTHERN INC.

By



Vice President

(SEAL)

ATTEST:



Assistant Secretary

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

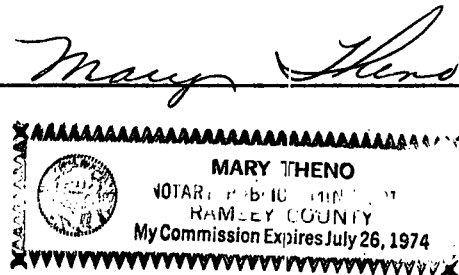
On this day of , 1973, before me personally appeared , to me personally known, who, being by me duly sworn, says that he is Vice President of BURLINGTON NORTHERN INC., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL)
(SEAL)

STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this ~~22~~ day of *April* , 1973, before me personally appeared HARLEY L. DANFORTH , to me personally known, who, being by me duly sworn, says that he is a Vice President of First Trust Company of Saint Paul, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(NOTARIAL)
(SEAL)



STATE OF MINNESOTA)
) SS
COUNTY OF RAMSEY)

On this *28th* day of *March*, 1973 before me personally appeared *W.K. Bush*, to me personally known, who being by me duly sworn, says that he is a Vice President of Burlington Northern Inc., that the seal affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

